

GENERAL TERMS & CONDITIONS

Annexure-3

Following are general terms & conditions applicable on the contractor while executing the contract:

1. Bidder shall have Labor license, PF & ESI registrations, PAN, GSTIN etc. required by the statutory bodies to carry out such business. Documents in support of pre-requisites shall be submitted along with Part – 1 “Techno-commercial bid” of the offer.
2. Bidder shall deposit tender cost with GST through POS machines installed at various location in BHEL premises or RTGS/NEFT (Bank Details** given below) or through Online E-Payment option available on internet page www.bhelbpl.co.in . Receipt shall be submitted along with Part – 1 “Techno-commercial bid” of the offer.
3. Earnest Money Deposit (EMD) of amount mentioned in NIT shall be deposited through POS machines installed at various location in BHEL premises or RTGS/NEFT (Bank Details** given below) or through Online E-Payment option available on internet page www.bhelbpl.co.in . Receipt shall be submitted along with Part – 1 “Techno-commercial bid” of the offer.

**** Bank Details for NEFT/RTGS-**

Name of Beneficiary: Bharat Heavy Electricals LTD.
Name of the Bank: State bank of India
Branch address: HET, Piplani
Account No.: **30855948540**
IFSC No.: **SBIN0000519**
MICR; 462002011

4. All the pages of all the annexures, duly signed & stamped shall be submitted along with Part – 1 “Techno-commercial bid” of the offer as their agreement for compliance.
5. It is essential to address all the conditions mentioned in “Pre-qualification Requirement” (Annexure – 2) and furnish legible documentary proof in support, wherever indicated. Failing to comply this shall render the bidder disqualified and their offer shall not be considered for further evaluation.
6. Bidder must have phone & mobile facility for effective communication during the entire period of contract. The telephone numbers shall be submitted along with Part – 1 of the offer.
7. Equipment for Mechanized cleaning shall be arranged by the Bidder along with trained staff to operate the same. Servicing and maintenance of the equipment shall be lookout of the Bidder. Bidder shall get the equipment inspected every month by the Housekeeping Incharge along with inventory.
8. Price shall be indicated in the Price Format (Annexure-5) and shall be submitted only in Part – 2 “Price bid” of the tender offer. Indication of price in Part – 1 “Techno-commercial bid” or any other place shall disqualify the bid and shall not be considered for further evaluation.

9. *Statutory minimum wages are as under:*

TYPE OF WORKER	DAILY WAGES*
SEMI-SKILLED WORKER	Rs. 317.00
UNSKILLED WORKER	Rs. 284.00

**Varies time to time as per norms specified by BHEL and/or Government.*

10. *Contractor shall be responsible for making payment of wages through Bank account before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.*
11. *Cost of uniform, shoes & supervision charges as applicable shall be taken care of by the bidder in the net contract value.*
12. Contributions under various statutes like PF, ESI shall be reckoned as governed by the statutory norms.
13. Housekeeping Service of Guest House is of a very critical nature. Hence, maintaining high level of service quality is essential. A rigorous frequent quality audit of the service will be carried out. Any lacuna observed will be communicated in writing to the service provider who will immediately take corrective action such that it would not get repeated. Consistent lapse on the part of service provider in carrying out corrective action may lead to termination of contract without prior intimation.
14. BHEL reserves all right to cancel any or all the tenders without issuing any prior notice or cause.
15. Offer shall be submitted in two sealed envelopes super scribing "House Keeping Service of BHEL Guest House", Date of bid opening, Bidder's name and "Part – 1 (Techno-commercial bid)" or "Part – 2 (Price bid)" as the case may be on the sealed envelopes. Both the envelopes shall be submitted in a common sealed envelope super scribing "Housekeeping Service of BHEL Guest House", Date of bid opening and Bidder's name. Sealed envelope shall be dropped in the tender box on or before due time & date of submission.
16. Change in staff (individual) shall have written permission of Guest House Incharge.
17. Uniform of the staff should be clean.
18. In case of irregularity in services, management reserves right to terminate the contract. The contract terminated thus shall be awarded to the next higher bidder on the same contract value.
19. Contractor shall have to indemnify loss or damage of BHEL property.
20. In case of any theft / damage to the property of BHEL by the housekeeping staff members, an equivalent amount shall be deducted from the security deposit or penalty shall be levied as decided by the management.
21. Penalty shall be charged upon the Bidder as per Annexure-7.

22. Management is not liable to pay anything directly to the staff.
23. Food charges shall be applicable as decided by the management, if availed by staff.
24. Members of the staff shall be interviewed and approved by the management, if decided so.
25. Consumption list of materials shall be submitted on last working day of each month. Remnants of consumed items to be inspected by GH management if required.
26. Bill for payment shall be submitted on monthly basis & payment shall be made within 60 days of invoice date. GST shall be payable extra on submitting documentary proof. The payment shall be made on the basis of actual execution of works. Any loss or delay in tax credit due to the reason attributable to the contractor shall be recovered from them along with applicable interest.
27. Non receipt of payment from BHEL or any other unsettled issue with BHEL or any other entity shall not be a pre-condition for payment of wages. Complaints of short payments and non-payment of wages shall be viewed seriously and may result in cancellation of tender and penal action including blacklisting. Entry with pencil or blank spaces in wage sheet shall not be acceptable. If a contractor has two or more contract, the name of a worker shall appear in only one wage sheet for a given period. Contractor shall make efforts to provide PF and ESI no. of their workers on the wage sheet itself.
28. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
29. Contractor shall fully comply provisions of various labor laws, government rules & regulations and other enactments as applicable for such contractors.
30. ***Police verification certificate of the individual staff member issued by concerned authority shall be submitted by the successful bidder within 15 days of receipt of work order. Non-compliance of this clause may lead to penalty as decided by the management.***
31. Labor license shall be submitted by the successful bidder within 15 days of issuing W.O.
32. “BHEL shall recover the amount of compensation paid to victim (S) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - (a) Victim: Any persons who suffers permanent disablement or dies in an accident as defined below.
 - (b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and work incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any work / during working at BHEL Units / Offices / Townships and Premises / Project Sites.

- (c) Compensation in respect each of the victims:
- (i) In the event of death or **Permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (Rs. Ten Lakh)
 - (ii) In the event of **Other Permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh)
- (d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."
33. Site Visit Certificate shall be submitted in the prescribed format (Annexure-6) with the tender offer.
34. **Security Deposit:** The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. At least 50% of security deposit shall be collected before start of the work by the contractor; balance of the security deposit may be collected by deducting from bills.

The security deposit shall be collected before start of the work by the contractor through e-mode.

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I declare that I have read the above Terms and Conditions carefully and agree to abide by them.

Bidder's Sign with Seal